



COMMONWEALTH OF VIRGINIA
COUNTY of CHARLES CITY
P.O. BOX 128
CHARLES CITY, VIRGINIA 23030

BOARD OF SUPERVISORS

*FLOYD H. MILES, SR., CHAIRMAN
WILLIAM G. COADA, VICE-CHAIRMAN
GILBERT A. SMITH, MEMBER*

COUNTY ADMINISTRATOR

MICHELLE JOHNSON

March 25, 2019

Heritage Public Library
Attn: Chandra McPherson
10780 Courthouse Road
Charles City, Virginia 23030

Dear Mrs. McPherson,

Enclosed for signature are the Charles City County and Heritage Public Library Lease Agreement and Memorandum of Understanding. Please have Connie Nails, Chairman of Heritage Public Library Board sign both documents and mail the originals back to me. My mailing address is:

Charles City County
Attn: Lesa Jones
10900 Courthouse Road
Charles City, Virginia 23030

If you have any questions, please feel free to give me a call at (804) 652.4702.

Thank you,

A handwritten signature in cursive script that reads "Les Jones".

Les Jones
Executive Office Assistant
County Administrator's Office

**Charles City County & Heritage Public Library
Lease Agreement**

This Lease Agreement between the **CHARLES CITY COUNTY BOARD OF SUPERVISORS** ("Charles City") and the **HERITAGE PUBLIC LIBRARY, Inc.** ("HPL") is made this 6th day of March 2019. HPL provides public library services to Charles City County by contract dated the 20th of May 1985. Charles City agrees to lease a newly-constructed library building to HPL under the following:

ARTICLE I. PREMISES AND IMPROVEMENTS

Section 1.1. Charles City hereby leases to the HPL the premises described on Exhibit A attached hereto and made a part hereof together with any and all improvements thereon (the "Premises").

ARTICLE II. TITLE: QUIET ENJOYMENT

Section 2.1. So long as HPL is not in default hereunder, HPL shall have peaceful and quiet enjoyment, use and possession of the Premises without hindrance on the part of the Charles City or anyone claiming by, through, or under Charles City. It is understood that only HPL paid and volunteer staff should be present in the building before and after operational hours, except in those cases where county staff that are members of the Department of Public Works are present to maintain the building as agreed upon.

ARTICLE III. TERM

Section 3.1. Commencement and Expiration. The term of this Lease shall commence on April 1, 2019 (the "Date of Commencement") and shall expire ten years thereafter, unless sooner terminated or extended as hereinafter provided. The foregoing notwithstanding, either party may terminate this Lease for convenience upon one-hundred eighty (180) days advance written notice to the other party. All references to the "term" of this Lease shall, unless the context indicates a different meaning, be deemed to be a reference to the term described herein.

Section 3.2. Renewal. Subsequent to the initial term, this Lease shall be renewed automatically for subsequent one-year terms, to coincide with the Charles City's July 1-June 30 fiscal year, unless and until terminated in accordance with Section 3.3 below.

Section 3.3. Termination. This Lease and HPL's occupancy of the Premises may be terminated for convenience by either party upon one-hundred eighty (180) days advance written notice to the other party.

ARTICLE IV. RENT

Section 4.1. Annual Rent. Commencing upon the Date of Commencement, during the initial term of this Lease, HPL agrees to pay to the Charles City annual rent of ONE DOLLAR (\$1.00) per year.

ARTICLE V. UTILITIES, SERVICES AND MAINTENANCE

Section 5.1. Utilities. All utility costs, expenses and obligations of every kind and nature whatsoever directly relating to the Leased Premises, with the exception of telecommunications shall be the responsibility of the Charles City. All telecommunication costs of every kind and nature shall be the responsibility of HPL.

Section 5.2. Maintenance. The Charles City will maintain plumbing, heating, ventilation and air conditioning equipment and systems and ensure that they shall be in good repair and good working order. The Charles City will maintain the Library Premises and common areas, including, but not limited to, snow removal in the parking lot.

ARTICLE VI. USE OF PROPERTY

Section 6.1. Permitted Use. HPL shall use the Leased Premises to operate a public library.

Section 6.2. Good Repair. HPL shall keep in good repair and shall take good care of the Premises and fixtures therein located and, at the expiration or earlier termination or cancellation of this Lease, shall surrender the Premises and fixtures in as good condition as at the time of delivery, subject to reasonable wear and tear. Any failure to keep the Premises in good repair shall be considered a default of this Lease and shall be grounds for termination thereof.

Section 6.3. Parking. HPL shall be entitled to non-exclusive use of parking spaces in the parking lot adjacent to the Leased Premises and access between said parking lot and the Leased Premises.

ARTICLE VII. ALTERATIONS, IMPROVEMENTS, AND FIXTURES

Section 7.1. HPL may, at its own cost and expense, from time to time, make or cause to be made any interior non-structural alterations, additions or improvements which do not damage or alter the Premises, provided that the Charles City's consent shall have first been obtained in writing, and provided that HPL shall obtain all required governmental permits for such alterations, additions or improvements.

Section 7.2. HPL may, at its own cost and expense, from time to time, make interior structural alterations, additions or improvements, only with Charles City's prior written consent to plans and specifications therefor. Any such interior structural alterations, additions or improvements shall become the Charles City's property.

Section 7.3. On the last day, or sooner termination of the term of this Lease, HPL shall quit and surrender the Leased Premises, and the buildings and permanent improvements then thereon, to Charles City. HPL, on or before such date, may remove all its personal property, movable trade fixtures and equipment. All property not so removed shall be deemed abandoned and shall become the property of Charles City. On the last day, or sooner termination, possession to all buildings and permanent improvements on the Leased Premises shall revert to Charles City.

ARTICLE VIII. INSURANCE

Section 8.1. Charles City shall, during the term of this Lease, maintain in force general public liability insurance and property insurance on the Property in an amount equivalent to coverage for its other public buildings and facilities or such greater amounts deemed necessary, and shall name HPL as an additional named insured. Charles City shall also maintain contents coverage for the Richard M. Bowman Center for Local History collections.

Section 8.2. HPL shall provide at its expense, and keep in force during the term of this lease, comprehensive general liability insurance with a good and solvent insurance company licensed to do business in the State of Virginia, selected by HPL, in a single limit of at least One Million Dollars (\$1,000,000.00) for bodily injury, personal injury and death and Three Hundred Thousand Dollars (\$300,000.00) with respect to damages to property. Such policy or policies shall include Charles City as an additional insured. Such policy shall provide contents coverage for all library materials, fixtures, and equipment in such amounts as shall be adequate to ensure replacement coverage for such items.

Witness the following signatures:

CHARLES CITY COUNTY
BOARD OF SUPERVISORS



Floyd H. Miles, Sr., Chairman
Board of Supervisors

_____ Date



Connie Nalls, Chairman
Heritage Public Library

4/5/2019

_____ Date

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** between the **CHARLES CITY COUNTY BOARD OF SUPERVISORS** ("Charles City") and the **HERITAGE PUBLIC LIBRARY, Inc.** ("HPL") is made this 6th day of March 2019.

RECITALS

WHEREAS HPL provides public library services to Charles City County by contract dated the 20th day of May, 1985, and

WHEREAS Charles City has undertaken construction of a new facility which will house a Charles City Branch of HPL and the Charles City County Richard M. Bowman Center for Local History (History Center), and,

WHEREAS the History Center is a department of Charles City government which has been operated for 20 years by an all-volunteer staff and under the general oversight of the History Center Advisory Commission ("Advisory Commission") and,

WHEREAS Charles City desires for the History Center to be managed by a professional with archival and/or library training, and,

WHEREAS Charles City and HPL agree that oversight of this professional staff will be most efficiently performed by HPL,

NOW, THEREFORE, the parties state the following to be their mutual understanding:

COST: All costs for staff oversight of the History Center will be born by Charles City through annual appropriations to HPL. All other costs for operation of the History Center will be born by Charles City through appropriations to the History Center accounts within the Charles City budget.

HIRING AND OVERSIGHT: Professional staff hired to manage the History Center will be employed by HPL and will be under the supervision of the Library Director.

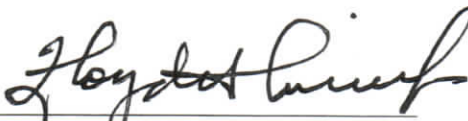
DUTIES OF PROFESSIONAL STAFF: Subject to sufficient funding, professional staff will be responsible for;

- establishment of policies and procedures for operation of the History Center subject to approval of the Advisory Commission
- management of the History Center collections
- recruitment and management of volunteer staff
- oversight of all History Center expenditures for its collections and for its operation
- reporting to the Advisory Commission on operations and needs

ADVISORY COMMISSION: The Advisory Commission will continue to have responsibility for general oversight of the History Center and will be responsible for preparing and presenting budget requests and for assisting staff as needed. Professional staff hired to manage the History Center will attend all meetings of the Advisory Commission but will have no vote.

WITNESS the following signatures:

**CHARLES CITY COUNTY
BOARD OF SUPERVISORS**

By: 
Floyd H. Miles, Sr., Chairman
Board of Supervisors

HERITAGE PUBLIC LIBRARY, INC.

By: 
Connie Nalls, Chairman
Heritage Public Library